

Invitation to Bid  
Town of Harpswell, Maine  
Winter Road Maintenance Contract  
May 25, 2016

Acceptance of Bids:

The Town of Harpswell will receive sealed bids marked “Winter Road Maintenance Contract” on the form entitled Winter Road Maintenance Proposal Bid Form, at the Harpswell Town Office, 263 Mountain Road, Harpswell, Maine 04079, until **Thursday, July 7, 2016, 4:30 p.m.** Bids will be opened later that evening at the Selectmen’s Meeting.

Services:

The Town is seeking to contract for either a three-year period or five-year period, subject to annual performance reviews and appropriation of funding, to have (1) ice and snow removed from approximately 58 miles of roadway in the Town of Harpswell, and other specified areas in the contract; and (2) sand and salt mixed according to the Town’s specifications. Interested bidders may submit pricing for a three-year contract only, for a five-year contract only or for both three-year and five-year contracts.

Pre-Bid Conference:

A pre-bid conference will held **Wednesday, June 22, 4:30 p.m.** at the Harpswell Town Office.

Specification and Form of Contract:

The Contractor must provide all specified equipment which will be inspected by the Road Commissioner on October 1 of each year, necessary personnel who must be properly licensed operators and drivers, and appropriate supervision and communication. The Town will maintain inventories of sand and salt to which the Contractor will have access under the direction of the Town’s Road Commissioner. A sample of the contract that the Contractor will be expected to sign is attached.

Bonding:

All bidders shall be required to submit a bid that includes a performance bond based on one hundred percent (100%) of the total contract price.

Bidder Qualifications:

The Town retains the right to reject any bidder if it determines that in the Town’s judgment the bidder is not properly qualified to satisfy the terms of the contract.

Awarding of Contract:

The Town may reject any or all bids, accept any bid that it deems in the best interest of the Town, and waive any irregularity in the bidding process. The projected tentative date for awarding of the contract will be approximately 15 days from the bid openings.

Town of Harpswell

Winter Road Maintenance Proposal Bid Form

To the Town of Harpswell:

The undersigned has carefully examined the Contract (substantially in its final form) attached hereto, and offers to remove snow and ice in the Town of Harpswell, to mix sand and salt, and to apply treatment to the roadways (Appendix A) as needed for the term of this Contract; and to perform this work in accordance with the terms and conditions set forth in the Contract.

The undersigned further agrees that equipment listed and described in Appendix B will be available for this work.

Price for a three-year contract that includes a performance bond in the amount of 100% of the total contract price.

Price for 2016-2017 Season \$ \_\_\_\_\_ (October 1, 2016 to May 15, 2017)

Price for 2017-2018 Season \$ \_\_\_\_\_ (October 1, 2017 to May 15, 2018)

Price for 2018-2019 Season \$ \_\_\_\_\_ (October 1, 2018 to May 15, 2019)

Price for a five-year contract that includes a performance bond in the amount of 100% of the total contract price.

Price for 2016-2017 Season \$ \_\_\_\_\_ (October 1, 2016 to May 15, 2017)

Price for 2017-2018 Season \$ \_\_\_\_\_ (October 1, 2017 to May 15, 2018)

Price for 2018-2019 Season \$ \_\_\_\_\_ (October 1, 2018 to May 15, 2019)

Price for 2019-2020 Season \$ \_\_\_\_\_ (October 1, 2019 to May 15, 2020)

Price for 2020-2021 Season \$ \_\_\_\_\_ (October 1, 2020 to May 15, 2021)

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Bidder Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

If the bidder is a partnership or corporation, list all of the owners and/or officers by their name and address. (Use a separate sheet if necessary).

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Town of Harpswell  
Winter Road Maintenance Contract

This Contract is between the Town of Harpswell (referred to as “the Town”) and \_\_\_\_\_ including its officers, employees and agents, (referred to as “the Contractor,”). The subject of this Contract is winter road maintenance (sanding, salting, plowing, and mixing). This Contract shall be for a \_\_\_\_\_-year period, subject to a satisfactory annual performance evaluation and a Town Meeting appropriation, commencing \_\_\_\_\_ October 1, 2016 and ending May 15, \_\_\_\_\_.

1. Services

The Contractor agrees to remove ice and snow, to control ice on all public roads and highways as designated by the Town (See Appendix A) and to mix sand and salt for application to such public ways, all in accordance with the Town’s directives and with generally accepted methods of plowing and sanding, including practices required, recommended or established by the Maine Department of Transportation to ensure a reasonable degree of safe conditions are available to a prudent driver. To the extent that the provisions of this Contract conflict with otherwise generally accepted methods of plowing and sanding, including the practices required, recommended or established by the Maine Department of Transportation, the provisions of this Contract shall control. The Contractor’s duties shall run from October 1 to May 15 of the Contract year. The Contractor shall supply the necessary machinery, equipment and personnel to plow, to mix sand and salt, and to apply such treatment to the public ways. The machinery and equipment contained in Appendix B shall be available at all times for the Harpswell contract, but does not have to be located in Harpswell. The machinery and equipment for the purposes of this Contract shall be maintained in good working order and condition at all times. All public roads and highways, as designated by the Town, shall be plowed, sanded and salted. Roads must be plowed if ½ inch of wet snow has accumulated or 1 inch of dry snow; roads shall be cleared to the outside shoulders. In addition, the Contractor shall be responsible for snow removal, sanding, and salting at the Town Office building, Transfer Station and Recycling Center, Emergency Services Building, Old Town House Common Parking Lot, Cable TV Studio Building Lot, Mitchell Field including two trash stations, Devil’s Back, Trufant-Summerton Field parking area and the following Dry Hydrants: Allen Point, Harpswell Center; Etnier, Basin Point; Gagnon, Mountain Road; Hurst, South Harpswell; Shore Acres, West Harpswell; Dain Allen, Harpswell Center; French, Great Island; Grover Lane, Cundy’s Harbor; Oakhurst Island Road, Cundy’s Harbor; Nemrow, Gun Point; and Wilson Pond, Orr’s Island. School bus turnarounds are expressly included in this Contract. Areas in front of overhead doors (bays) at all four fire department locations are expressly included.

2. Independent Contractor

The Contractor, its officers, agents and employees, during the performance of this Contract, shall be an independent Contractor and not as officers or employees of the Town. Any personnel needed to fulfill the obligations of this Contract shall be employed by the Contractor who shall be solely responsible for complying with applicable state and federal laws, including, but not limited to, worker's compensation and minimum wage. As an independent contractor, the Contractor is also responsible for maintaining its equipment in a safe, operable and legal condition.

3. Maintenance Requirement

- a. The Contractor shall commence plowing and sanding operations when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Operations will continue until roads are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic with special care taken so as not to impact areas beyond the shoulders. Immediately after extreme conditions have subsided, snow will be removed to the outside of the shoulders of the roads.
- b. The Contractor shall commence sanding operations upon icing conditions or at the Road Commissioner's request. Contractor shall maintain roads for safe travel throughout the period of icing with particular attention to peak commuting hours, including school bus travel times.
- c. The Contractor shall have equipment operating on the State roads of Harpswell within sixty (60) minutes of notification by the Road Commissioner, Sheriff's Department or other appropriate Town official, that snow and/or ice control is needed.
- d. The Contractor shall follow any applicable Maine Department of Transportation methods and precautions for plowing and sanding. Such methods and practices of excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Town.
- e. The Town agrees to provide sufficient sand and salt for operations required by this Contract.

- f. The Contractor agrees to mix sand and salt at ratios to be determined by the Town, and to apply such treatment as the Town shall request. When delivery of product occurs, the Contractor shall submit signed slips to the Town indicating the date the product was received. All mixing shall occur within the confines of the Town's property. The Contractor shall use discretion as to when pure salt is applied on State roads only and shall document when such application occurs and in what amounts.
- g. Plowing, sanding, salting and mixing under this Contract shall be done to the satisfaction of the Road Commissioner.
- h. Communications shall be maintained with personnel operating machinery and equipment through the Contractor at all times. The Contractor shall have supervisory personnel or radio-equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half-hour period.
- i. The Contractor shall be responsible for replacing or repairing guard rails, guard rail posts, signs, sign posts, mailboxes and mailbox posts, other posts or similar objects in the public right-of-ways which are damaged by reason of snow removal operations under this Contract, if the Road Commissioner determines that such damage could have been avoided by the Contractor.
- j. The Contractor will perform required duties for the Town before proceeding to private contracts. The Contractor shall not use Town-owned equipment and sand or salt for private use.
- k. The Town's Road Commissioner will set the priorities in winter maintenance of primary and secondary roads to be followed by the Contractor.
- l. The Contractor agrees to make available and maintain under this contract the equipment listed on the attached Appendix B at a minimum.
- m. There shall be no shoes on the plows.
- n. Intersections shall be plowed and properly treated after each storm. Snow banks shall be maintained to the satisfaction of the Road Commissioner and winged back or removed as conditions warrant to maintain safe vehicular traffic.
- o. The Contractor shall be responsible for control of slush and for treating problem areas prone to icing at any time upon request of the Road Commissioner.

- p. The Contractor shall be responsible for keeping culverts open on all Town roads.
- q. The Contractor shall provide a drug-testing program for all employees whose position requires a commercial driver's license.
- r. Should the Contractor be requested by the Road Commissioner to plow and sand any additional mileage over and above that specified (i.e., a new road is acquired by the Town) the extra mileage at the per-mile rate as calculated shall prevail: \$5,807 per mile.
- s. The Contractor shall advise the Town within 24 hours of any damage to the salt shed or any other Town property. An inspection shall be made by the Town and the Contractor to determine and note any deficiencies or damages for which the Contractor is responsible.

4. Performance Bond

The Contractor shall be required to furnish a Contract Bond or other financial performance guarantee, satisfactory to the Town, in the amount of 100% of the annual contract price.

5. Insurance

Contractor shall maintain and keep in full force and effect at all times during the term of this Contract a policy of general liability insurance with an insurance company licensed to do business in the State of Maine covering Contractor against claims for loss, death or injury to persons or property that may arise from snow removal, sanding, salting, and mixing operations under this Contract. Such insurance coverage will be in at least the amount of \$400,000, and will be increased from time to time, but only if required to meet the minimum coverage provisions of the Maine Tort Claims Act, as it may be amended. Contractor shall provide the Town with a copy of the certificate evidencing such insurance and naming the Town an additional insured upon commencement date of this Contract. In addition, the Contractor will be required to provide evidence of insurance or financial resources sufficient to satisfy the requirement of the Worker's Compensation Act.

6. Bills and Claims

The Contractor is responsible for all bills for labor, materials, equipment, fuel and other items that incurred in the performance of this Contract, except that the Town agrees to pay for sand and salt.

7. Breach of Contract

If the Contractor fails to perform according to the terms of this Contract at the time and in the manner specified, that failure shall be a breach of contract.

In the event of a breach, the Town (through its Road Commissioner, Town Administrator or Selectmen) shall immediately give oral notice to the Contractor. The Contractor will then be required to perform within a reasonable time. "Reasonable time" will vary depending on the nature of the breach and road and weather conditions. In the event that the Contractor still does not (for whatever reason) perform duties in the time stated, the Town shall have the following options:

- a. Terminate this Agreement: The Town, acting through its Board of Selectmen, shall reserve the right to terminate this Contract for cause. The Contractor will be paid for all work that is satisfactorily done until the point of termination.
- b. Substitution: The Town may hire a substitute contractor to plow, mix, sand and salt for any period of time the Town considers necessary. This substitution may be paid with money from the Contractor's performance bond if required or from the remainder of any money due to the Contractor (but unearned) under this Agreement.

8. Indemnification

The Contractor agrees to defend, indemnify and hold harmless the Town, its officers, agents and employees, from any claim for death, injury, property damage or other loss that may result from the Contractor's performance or its failure to perform road maintenance under this Contract.

9. Supervision and Control

As an independent contractor, the Contractor has the right and duty to supervise and control its employees, agents and equipment. The Town's Road Commissioner has the right to inspect road maintenance operations, and notify the Contractor of any problems. In the event of a disagreement between the Contractor and the Road Commissioner, either or both may request mediation with the Board of Selectmen, whose decision shall be final.

10. Notice and Contact

The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For the Contractor:

A representative of the Contractor shall be immediately available by telephone to the Town twenty-four (24) hours per day throughout each of the contract periods. It shall be the responsibility of the Contractor to provide the Town with all telephone numbers necessary to ensure such availability.

For the Town:            Ron Ponziani, Road Commissioner  
Cell Phone: 751-0897

#### 11. Payment Schedule for

The Town will pay for Contractor's services, in installments, as follows:

##### 2016-17 Schedule

6.7% on October 10, 2016:

6.7% on November 10, 2016:

6.6% on December 10, 2016:

20% on January 10, 2017:

20% on February 10, 2017:

20% on March 10, 2017:

20% on April 10, 2017:

#### 12. Amendment, Severability, Jurisdiction

This Contract can be amended only by written consent of the Town, acting by and through its Board of Selectmen. If any provision of this Contract is declared by a court to be void or unenforceable, the rest of the Contract continues to be valid and effective. The laws of the State of Maine govern this Contract, excepting any law that purports to apply the law of any other jurisdiction.

#### 13. Non-appropriation

Notwithstanding any other provision of this Contract, the parties agree that the contract price is payable by the Town from appropriation by Town meeting. In the event an insufficient amount to fund this Contract for the contract year is appropriated, this Contract may be terminated by the Board of Selectmen without further obligation of the



Town. In such event, the Board of Selectmen shall certify to the Contractor that sufficient funds have not been made available to the Town to meet the obligations of this Contract, and such certification shall be conclusive upon the parties.

14. Performance Evaluation

An annual performance evaluation will be conducted by the Town after each winter season. Performance deemed by the Town to be unsatisfactory without a plan for improvement will be grounds for termination by the Town.

15. Subcontracting or Assignment

Contractor shall not subcontract or assign in total or part any of its rights or obligations under the terms of this Contract without express written consent of the Town.

16. Option to Negotiate

If the price of diesel fuel exceeds \$4.00/gallon for a prolonged period during the time of contract service, the parties agree to consider negotiating in good faith.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CONTRACTOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOWN OF HARPSWELL**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Selectman

May 25, 2016

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 2014

Then personally appeared the above named \_\_\_\_\_, a member of the Board of Selectmen of the Town of Harpswell, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Town of Harpswell.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print Name

## APPENDIX A

Road Name	Length	Mileage
<b>Harpswell Neck Area</b>		
Route 123	50,287	9.52
Town Roads	56,614	10.72
Mountain Road	13,667	2.59
<b>Great Island Area</b>		
Brunswick to Mountain Road (Route 24)	24,563	4.65
Cundy's Harbor Road	24,553	4.65
Town Roads	67,054	12.70
<b>Orr's/Bailey Island Area</b>		
Mountain Road to Lands End (Route 24)	36,507	6.91
Town Roads	25,212	4.78
Total State Roads		28.33
Total Town Roads		<u>28.20</u>
Total Approximate Mileage		56.53

## Town Roads

Harpswell Neck	Length	Width	Surface	
Evergreen	454	15	Paved	
Hurricane Ridge	918	14	Paved	*
Graveyard Point	506	11	Paved	
Stover's Point	1,920	15	Paved	
Stover's Cove	820	19	Paved	
Windsor	448	13	Paved	
Tidemill	1,228	13	Paved	
Grist Mill	360	10	Gravel	*
Basin Point	11,323	21	Paved	
Ash Point	6,449	20	Paved	
Thompson	2,058	16	Paved	
Shore Acres	2,685	16	Paved	
Allen Point	8,455	19	Paved	
Lookout Point	3,251	17	Paved	
Lookout Point Fire Road # 48	574	12	Paved	
Neil's Point	5,779	16	Paved	
Peabody	3,770	19	Paved	
Hildreth	4,590	15	Paved	
Wharf	<u>1,026</u>	17	Paved	
	56,614			

**Bailey Island**

Hugh Avenue	1,134	13	Paved
Washington Avenue	2,110	15	Paved
Ocean Street	500	12	Paved
Steamboat Wharf	611	15	Paved
Abner Point (Mackerel Cove)	2,336	15	Paved

Steamboat	565	15	Paved
Oceanside Drive	1,085	18	Paved
Robinhood	1,284	19	Paved
Garrison Cove	<u>1,480</u>	20	Paved
	11,105		

**Orr's Island**

Merritt House	337	16	Paved
Cooper Lane	343	11	Dirt
			Paved &
Grassy	1,298	11	Dirt
Leeman	1,205	17	Paved
Little Island	1,264	13	Paved
Lowell's Cove	2,672	19	Paved
Long Cove	660	19	Paved
Lane	1,771	15	Paved
Bayview	<u>4,557</u>	16	Paved
	14,107		

**Great Island**

Long Point	7,569	17	Paved
Pinkham Point	6,321	15	Paved
Steven's Corner	1,072	20	Paved
South Dyer's Cove	477	18	Paved
Dyer's Cove	1,800	18	Paved
Indian Rest	2,558	17	Paved
Gurnet Landing	3,806	20	Paved
Howard Hill	797	18	Paved
Shapleigh	738	19	Paved
Orr's Hill	634	16	Paved
Sagamore	1,088	19	Paved
Long Cove	650	18	Paved
Merritt Road	1,026	19	Paved
Oak Ledge	6,331	17	Paved
Oak Ledge	642	19	Paved
Laurel Cove	3,267	18	Paved
Eggemoggin	1,400	17	Paved
Aucocisco	399	15	Paved
Grover	2,074	18	Paved
Dingley Island	5,874	17	Paved
Bethel Point	8,673	19	Paved
Holbrook	1,807	16	Paved
Field	1,187	14	Paved
Oakhurst Island	2,000	15	Paved
Sage	3,900	17	Dirt
Upland	300	16	Dirt
Prosser	<u>664</u>		Paved
	67,054		

## **Appendix B**

All machinery and equipment listed below shall be available at all times for the Harpswell contract, but does not have to be located in Harpswell. All vehicles shall be available within 60 minutes of being requested.

- Two 12 cubic yard Hopper Sanders, Plows and Wings
- Two Single-axle or larger Hopper Sanders, Plows and Wings
- Five ¾-Ton or larger Pick-up Trucks with 9-foot Plows
- One 1 cubic yard Loader/Backhoe; and/or One 1-yard Loader
- Must have access, if needed, to One Grader [Medium 12' belly blade or larger with wing 10']. Written agreement must be provided to the Town.
- Radio Dispatching Equipment and/or Cell Phones

The Town will not be responsible for providing any carbide blades.